

**IN THE COUNTY COURT BUSINESS CENTRE
ONLINE CIVIL MONEY CLAIMS**

CLAIM NO: 673MC457

BETWEEN

MR ALEXANDER BARON

CLAIMANT

V

ARGOS LIMITED

DEFENDANT

DEFENCE

1. Matters which are not addressed in this Defence are matters which the Defendant is unable to admit or deny and matters which the Claimant is required to prove.
2. Unless otherwise stated, references to paragraph numbers in this Defence are references to the paragraphs of the Particulars of Claim.
3. The Defendant is Argos Limited, a retail business operating a network of nationwide stores and online, being a company registered in England and Wales with company number 01081551 and a registered office at 33 Charterhouse Street, London, England, EC1M 6HA.

Preliminary Objections

Failure to comply with Pre Action Protocol.

4. The Claimant failed to send a Letter Before Action as per the Pre Action Protocol. This would have allowed for the matter to be fully investigated by the Defendant before the Claimant having to resort to issue a Claim against the Defendant.
5. This Claim centres around a return of a memory stick, which could have been resolved with other options without the need to resort to Court action.

6. The premature issuance of this claim contradicts the spirit of the Pre-Action Protocol. The Claimant's conduct has hindered proper resolution and has added unnecessary cost and court time.

Defective Particulars of Claim

7. The Claimant's Particulars of Claim are defective and fail to comply with the requirements of CPR 16.4(1) and Practice Direction 16, including paragraphs 7.3 to 7.5.
8. As per the Rules the Claimant should prove '*a concise statement of the facts on which the claimant relies*'. Instead, the Claimant has just stated, '*this will be included in my supporting affidavit plus exhibits*'.
9. The Particulars of Claim are unclear, incoherent, and do not disclose a valid cause of action. The claim should therefore be struck out pursuant to **CPR 3.4(2)(a) and/or (b)** as it discloses no reasonable grounds for bringing the claim and is an abuse of process.

Background

10. The Claimant alleges that he purchased a PNY 256GB memory stick from Argos and that the item was defective.
11. The Claimant further alleges that Argos refused a refund on the grounds that he did not have a receipt and is now claiming for the cost of the item (£35.98), compensation (£30), time and effort (£75), and interest.

Proof of Purchase is Required Under Law and the Terms and Conditions

12. Under the Consumer Rights Act 2015, consumers have the right to a refund within 30 days of purchase if the goods are faulty. However, the law requires that the consumer must prove the contract of sale, i.e. they must provide evidence of the transaction.

13. **Section 19(1)** of the Act provides:

“If the goods do not conform to the contract at the time of delivery, the buyer has the right to require the trader to repair or replace the goods, or to reduce the price or reject the goods and obtain a refund.”

14. However, the existence of a contract must be established. Without proof of purchase, there is no legal basis to exercise these remedies.

15. The Defendant’s Returns Policy, available in-store and online, clearly states that proof of purchase (receipt or order number) is required for any return, refund, or exchange. This is in line with standard retail practice and consumer law.

16. The Claimant has failed to provide such proof, despite being given the opportunity to do so.

17. The Claimant contacted the Defendants complaints department via letter on or around 29 April 2025. A response was sent on 8 May 2025 outlining our position which is consistent with the above.

No Evidence the Item Was Faulty

18. The Claimant alleges the item was defective but has not provided evidence of the fault or returned the item for inspection or testing.

19. The Defendant is therefore unable to verify any alleged defect, and the Claimant has denied the Defendant the opportunity to inspect the goods to determine the nature or cause of the issue.

No Legal Basis for Additional Claims

20. The Claimant is seeking:

- £30 for “compensation”.
- £75 for “time and effort”.
- Interest.

21. These heads of loss are speculative and unsupported by evidence or legal principle.
22. The County Courts do not award costs for time, effort, or research expended by litigants in person, except in limited circumstances (such as under CPR 27.14 for unreasonable conduct), which are not applicable here.
23. There is no legal basis for compensation unless specific financial loss or distress has occurred and been evidenced, which is not the case here.

Conclusion

24. The Defendant acted in accordance with its terms and conditions, consumer law, and industry best practice. In the absence of proof of purchase and any substantiated defect, the Defendant was entitled to refuse the refund.
25. The Claim is therefore without merit, exaggerated, and should be dismissed.

Relief Sought

26. In light of the above, the Defendant respectfully requests that the Court:
 - a) Strike out the claim pursuant to CPR 3.4(2) as disclosing no reasonable cause of action and/or as an abuse of process
 - b) In the alternative, dismiss the claim in full;
 - c) Reserve the Defendant's right to apply for costs where appropriate.
 - d) Direct the Claimant to provide proper and detailed Particulars of Claim if the matter is not struck out.

STATEMENT OF TRUTH

The Defendant believes that the facts stated in the Defence are true. The Defendant understands that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth. I am duly authorised by the Defendant to sign this statement.

Full name: Faisal Muhammed

Position or office held: **Paralegal for the Defendant**

Signed:

Faisal Muhammed

Dated: 30th June 2025